

EXHIBIT 15:

Email Communications and Letter from Attorneys Terrence McKelvey and Daniel McClurg

Subject: RE: Avens v. Dixon, et al. [KLG-USE_ACTIVE01.FID3289889]
Date: August 12, 2024 at 10:10 AM EDT
From: McKelvey, Terrence M. <Terrence.McKelvey@klgates.com>
To: avens1@charter.net
Cc: Daniel.McClurg@klgates.com

I understand that, but please let us know if you intend to initiate steps to remove the filed version of the Settlement Agreement from the docket since filing it in the public record is a breach of confidentiality provision of the agreement.

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Terrence M. McKelvey

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From: avens1@charter.net <avens1@charter.net>
Sent: Saturday, August 10, 2024 9:11 PM
To: Graves, Paula K. <Paula.Graves@klgates.com>
Cc: McKelvey, Terrence M. <Terrence.McKelvey@klgates.com>; McClurg, Daniel D. <Daniel.McClurg@klgates.com>
Subject: RE: Avens v. Dixon, et al. [KLG-USE_ACTIVE01.FID3289889]

Dear Mr. McKelvey,

As a pro se litigant, I do not have access to electronic filing systems, and all documents must be prepared and mailed manually. Without the resources of legal counsel, the process of preparing documents and ensuring they meet court standards takes longer for me than for a trained professional. Given these limitations, the three business days you require for compliance is an unfair expectation.

Sincerely,

Cynthia B. Avens

From: "Graves, Paula K." <Paula.Graves@klgates.com>

To: <avens1@charter.net>
Cc: "McKelvey, Terrence M." <Terrence.McKelvey@klgates.com>, "McClurg, Daniel D." <Daniel.McClurg@klgates.com>
Sent: August 9, 2024 at 5:23 PM EDT
Subject: Avens v. Dixon. et al. [KLG-USE_ACTIVE01.FID3289889]

Mr. McKelvey asked that I forward you the attached letter. A hard copy will not follow unless requested.
Thank you.



K&L GATES

Paula Graves

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August 9, 2024

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VIA EMAIL

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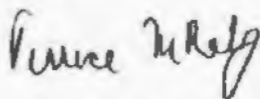
Re: Cynthia B. Avens v. Faris C. Dixon, Jr., et al.; U.S. District Court for the Eastern District of North Carolina; Case No. 4:24-v-00051-M

Dear Ms. Avens:

As you know, we represent Pitt County Memorial Hospital, Inc. ("ECU Health") in the above-referenced matter. We are in receipt of the Response in Opposition to ECU Health's Motion to Dismiss that you filed with the Court on August 5, 2024, and that the Court docketed on August 6, 2024. (Docket Entry 57). It appears that you attached an unredacted draft of the Settlement Agreement and Release in Full ("Settlement Agreement") that you entered into with ECU Health in 2016 to your Response. The Settlement Agreement makes clear that the settlement amount is confidential. Indeed, the Settlement Agreement provides in relevant part: "The terms of the settlement of this matter shall remain confidential as to settlement amount and shall not be disclosed by any party or any party's counsel to anyone else except as required by law" The confidential nature of the settlement amount was so important that you and ECU Health agreed that if you breached the confidentiality provision, you would be required to pay ECU Health liquidated damages of \$50,000. In this regard, the Settlement Agreement provides in relevant part: "The undersigned agrees that, should this confidentiality provision be breached, liquidated damages in the amount of Fifty Thousand Dollars (\$50,000.00) shall become due and payable to the persons, firms, and/or entities that are released herein."

By filing the Settlement Agreement into the public record without any redaction of the settlement amount, you have violated the Settlement Agreement, and ECU Health is entitled to \$50,000 in liquidated damages per the terms of the Settlement Agreement. We, therefore, request that you please take immediate action to strike the Settlement Agreement from the docket on or before August 14, 2024. If you do not take immediate action in this regard, we will assume that you intend to persist in your violation of the Settlement Agreement and will take necessary action. Thank you for your prompt attention to this matter.

Sincerely,



Terrence M. McKelvey